

**RESOLUTION NO. 15-126**

**RESOLUTION AUTHORIZING LICENSE AGREEMENT WITH  
PRINCETON GEOSCIENCE, INC. FOR 663 EVERGREEN  
AVENUE FOR GROUNDWATER SAMPLING**

**WHEREAS**, there is an ongoing environmental site remediation in connection with the former aeroplating facility formerly located at 675 South Evergreen Avenue, Woodbury Heights, New Jersey; and

**WEHREAS**, Princeton Geoscience, Inc., has been retained by the former owner to conduct the remediation pursuant to New Jersey's Industrial Site Recovery Act and the Site Remediation Reform Act; and

**WHEREAS**, previous sampling at the aeroplating facilities revealed the presence of several volatile organic compounds in shallow groundwater; and

**WHEREAS**, a conceptual plan has been developed to remediate the groundwater impact, however before the final plan can be established, the extent of offsite groundwater contamination must be defined.

**WHEREAS**, groundwater sampling on City of Woodbury owned property and rights-of-way and potential subsequent installation of monitoring wells on the City of Woodbury owned property is necessary to ensure effective ultimate remediation of the groundwater; and

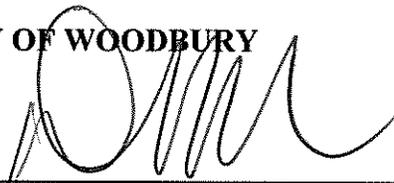
**WHEREAS**, the City of Woodbury assumes no responsibility for the sampling, monitoring or remediation; and

**WHEREAS**, the Mayor and Council of the City of Woodbury have determined that it is the best interest of the City and its residents to execute a Licensing Agreement to allow Princeton Geoscience, Inc. to perform sampling and if necessary install monitoring wells to insure the proper remediation of all groundwater impacts of the aeroplating facility.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Woodbury that the Mayor and/or Administrator are hereby authorized to execute the Access Agreement providing Princeton Geoscience, Inc. with a license to enter upon the City owned property known as 663 South Evergreen Avenue, Block 135.02, Lot 1 and West Jersey Avenue, Woodbury, New Jersey for the purposes of performing subsampling and monitoring, substantially in the form attached hereto.

**ADOPTED** at a regular meeting of the Mayor and City Council of the City of Woodbury on June 23, 2015.

**CITY OF WOODBURY**



By: **DAVID TROVATO**  
**President of Council**

**ATTEST:**

  
**ROY A. DUFFIELD, Clerk**

## ACCESS AGREEMENT

**THIS ACCESS AGREEMENT** (the "Agreement") is made as of the 28 day of May, 2015, by and between **Woodbury City** ("Owner") and **Princeton Geoscience, Inc.** ("Licensee").

### RECITALS:

**WHEREAS**, Owner owns that certain real estate and improvements located at the addresses commonly known as 663 South Evergreen Ave [Block 135.02, Lot 1] AND West Jersey Ave Woodbury, New Jersey (the "Property"); and

**WHEREAS**, Licensee has requested that Owner provide access temporarily to a portion of the Property for the purposes set forth in this Agreement and for no other purposes whatsoever; and

**WHEREAS**, Licensee desires to enter onto the Property consistent with the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference as if set forth fully herein.

2. **Grant of License.** Owner hereby grants to Licensee, its employees, agents, contractors, and subcontractors, access to the Property, together with a temporary license (the "License") for the purpose of performing environmental investigatory activities limited to groundwater grab samples through the use of temporary borings and potential subsequent installation and monitoring at one or more monitoring well locations, including groundwater sampling, hydraulic testing, and water level gaging, as well as additional work, as needed, with prior approval by Owner (the "Work"). The exact location of such sampling shall be approved by Owner following the identification of subsurface utilities, and other equipment and structures as provided in Section 4 of this Agreement. In performing the Work, Licensee shall use only contractors and consultants qualified to perform activities in matters before the New Jersey Department of Environmental Protection ("NJDEP").

3. **Term of License.**

a. The term of this Agreement shall commence as of the date hereof and continue thereafter for a term ending upon written determination by the Licensed Site Remediation Professional retained by the Licensee to fulfill the remediation management, oversight and closure approval roles specified in the New Jersey Site Remediation Reform Act (N.J.S.A. 58:10C, SRRA) (project LSRP) that Licensee's obligations on the Property have been completed and Licensee has properly closed any monitoring wells that it has installed on the Property in accordance with all applicable environmental laws. Upon request, Licensee shall furnish Owner

with a copy of such completion documentation and with written documentation confirming the closure of any monitoring wells installed by Licensee on the Property, as required hereunder.

b. If Licensee fails to perform its obligations in accordance with the terms of this Agreement, the License granted hereby may be terminated by Owner, without prejudice to any other right or remedy Owner may have under this Agreement or at law or in equity, upon written notice to Licensee.

4. **Performance of Licensee's Work.**

a. Licensee and its employees, agents, contractors and the subcontractors of any such contractors shall ensure that the Work is performed in a manner that complies with all applicable local, State and federal laws and regulations, requirements of the NJDEP and generally-accepted professional standards. Further, Licensee warrants that the Work will not: (i) affect any buildings or structures on the Property; or (ii) unreasonably disturb any tenants or occupants on the Property. Licensee will notify Owner at least forty-eight (48) hours before entering the Property. Any portion of the Property which is disturbed as a result of Licensee's Work shall be restored by Licensee to as close to its original condition prior to commencement of the Work as is possible under the circumstances. Such restoration work shall expressly include replacement of any damaged or destroyed landscaping. In the event that Licensee fails to restore the Property as required by this Section 4, Owner shall have the right, to notify Licensee of Owner's intent to complete the restoration and, if Licensee fails to undertake restoration within thirty (30) days of receipt of such notice from Owner, Owner may complete such restoration, in which event Licensee shall promptly reimburse Owner for all reasonable restoration costs.

b. Licensee shall, at its sole cost and expense, promptly dispose of any materials generated in connection with the Work as required by all applicable local, State and federal laws and regulations, requirements of the NJDEP, and generally-accepted professional standards.

c. Licensee shall be solely responsible for identifying any and all subsurface utilities and other equipment and structures below the Property or otherwise potentially affecting Licensee's activities. Owner shall have no duty to identify such utilities, and other equipment and structures, nor shall Owner be responsible for any damages, claims or liabilities resulting from the presence of such utilities, equipment and structures, etc. or damage thereto. Owner shall, however, provide Licensee with any information in its possession, custody or control relating to the presence of subsurface utilities, equipment or structures in the vicinity of the Work.

d. Licensee will obtain all necessary permits, consents, licenses or certificates required by any governmental authority to do the Work. Licensee shall provide Owner with a copy of any environmental report generated in connection with the Work and Licensee shall provide Owner with copies of all other reports, laboratory results and documentation prepared with respect to the Work conducted on the Property.

5. **Indemnity.** Licensee shall indemnify, defend and hold Owner, its tenants on the Property, employees, officers, directors, shareholders and agents, and the successors and assign: of

each of the foregoing, harmless from and against all losses, liabilities, claims, costs and expenses (including reasonable attorneys', consultants' and experts' fees), injuries, actions, and damages to person, the Property or any other property arising from the Work performed on the Property under this Agreement by Licensee, its employees, agents, consultants, contractors and any subcontractors of such contractors, except to the extent caused by the negligence or intentional misconduct of Owner, its tenants on the Property, employees, officers, directors, shareholders and agents. Licensee's indemnity contained in this Section 5 shall survive the expiration or earlier termination of this Agreement.

6. **No Transfer by Licensee.** Licensee shall not transfer any of its rights hereunder without the prior written consent of Owner. Any such assignment made without the prior written consent of Owner shall be null and void and of no force and effect.

7. **No Liens.** Licensee shall not permit any lien to be filed against the Property or any improvements thereon for any labor or materials in connection with the Work performed on the Property by Licensee. In the event that such a lien is filed against the Property or any improvements thereon, Owner shall have the right, but not the Obligation, to cause such lien to be released, and Licensee shall reimburse Owner for all of Owner's costs (including, but not limited to, reasonable attorneys' fees) incurred in connection therewith promptly upon demand by Owner.

8. **Insurance.** Licensee, at its sole cost and expense, shall purchase or cause its approved environmental consultant or contractor to purchase and keep in full force and effect during the term of this Agreement, at a minimum, the following insurance:

- a. Commercial General and Excess Liability Insurance in the aggregate amount of at least \$2,000,000.00;
- b. Worker Compensation and Employer's Liability insurance in the amount required by statute;
- c. Comprehensive Automobile Liability insurance in the amount of at least \$300,000.00 per occurrence combined single limit.
- d. Professional Liability Insurance in the amount of at least \$1,000,000 per claim, \$2,000,000 aggregate.

Licensee's or its consultant's or contractor's Commercial General Liability policies shall name Owner and its tenants on the Property as additional insured parties. Licensee, prior to commencement of the use of its License, shall provide Owner evidence of the foregoing insurance policies, if requested, which includes evidence of the addition of Owner and its tenants to Licensee's or its consultant's or contractor's Commercial General Liability policies and satisfactory evidence of Licensee's or its consultant's or contractor's payment of the premiums for such policies.

9. **Notice.** For purposes of Section 4 of this Agreement and as otherwise appropriate, notice shall be considered to be made upon receipt of a document sent by first class mail, or other delivery service or by facsimile.

Notice to Owner shall be sent to:

Woodbury City  
33 Delaware St, PO Box 180  
Woodbury, NJ 08096  
Attention: City Administrator Michael Theokas

Notice to Licensee shall be sent to:

Princeton Geoscience, Inc.  
15 Vandeventer Ave.  
Princeton, NJ 08542

10. **Licensee's Obligations.** Notwithstanding any termination of the License or this Agreement pursuant to Section 3 or otherwise, Licensee shall not be relieved of its obligation to indemnify Owner pursuant to Section 5 of this Agreement or to restore the Property in accordance with Section 4 of this Agreement.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

13. **Severability.** In the event and to the extent that any provision hereunder may be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, then this Agreement shall be read and interpreted as if such provision(s) did not exist and the balance of this Agreement shall remain in full force and effect.

14. **Successors and Assigns.** This Agreement shall be binding on Owner, Licensee and their respective successors and assigns.

15. **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey without reference to conflict of laws rules.

16. **License Only.** This Agreement creates a License only and Licensee acknowledges that nothing contained in this Agreement nor any act of Owner or Licensee shall create or be deemed to create an employer/employee, master/servant, principal/agent, joint venture, partnership, landlord/tenant or independent contractor relationship between Owner or Licensee. Licensee shall be solely and entirely responsible for the supervision, control and direction of all persons performing any portion of the Work.

17. **Entire Agreement.** This agreement contains the entire agreement between the parties concerning this subject matter.

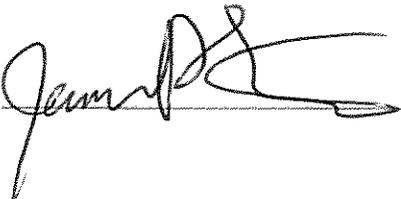
18. Amendment. No agent, employee, or other representative of either party is empowered to alter or amend any of the terms of this Agreement, unless such alteration or amendment is in writing and has been signed by an authorized representative of each of the parties. This provision cannot be orally waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY ADMINISTRATOR  
MICHAEL THEOKAS, ON BEHALF  
OF WOODBURY CITY

By: 

PRINCETON GEOSCIENCE, INC.

By: 

Excerpt from the Revised Supplemental Remedial Investigation Report, submitted July 18, 2007  
*7.2.1.2. Downgradient Groundwater Delineation / Monitoring Well Abandonment / Monitoring Well Sampling*

Aeroplating proposes to collect a total of 18 groundwater grab samples along three transects oriented perpendicular to the direction of groundwater flow, downgradient of the building (Figure 12). In combination with existing data from previous sampling of monitoring wells, P-5, MW-4, MW-5 and MW-6R, these samples should provide an accurate understanding of the configuration of the plume in areas hydraulically downgradient of the building. The groundwater grab samples proposed at the north and south ends of the two downgradient transects (north of the Conrail right-of-way and south of South Evergreen Avenue) will allow assessment of groundwater quality in areas into which the plume might migrate laterally via mechanical dispersion.

The groundwater grab samples would be collected using direct-push techniques and analytical methods equivalent to those employed during the Supplemental RI. The borings would be advanced with a solid point to a depth of 12 feet, after which a screen would be installed in the borehole and a water sample collected for analysis of VOCs. Concurrent with the groundwater delineation, destroyed monitoring well MW-6R would be properly abandoned by a New Jersey licensed well driller.

In addition, at the conclusion of the above-described groundwater delineation activities, Aeroplating will collect a full round of samples from all site monitoring wells (using a positive displacement pump) for analysis of VOCs.

Aeroplating would present results of the downgradient delineation and monitoring well groundwater sampling to NJDEP along with those for other pre-design tasks (see Section 7.2.2). If appropriate based upon the delineation results, Aeroplating will include a proposal for installation of one or more monitoring wells at new locations in the downgradient area. At present, Aeroplating anticipates that a replacement well for MW-6R will be installed and sampled after discussing delineation results with NJDEP. If delineation results indicate a well at this location would not be appropriate, Aeroplating will submit a proposal not to install a replacement for MW-6R with the results of the delineation study.